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**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

FAR OUT MUSIC, *et al.*,

Plaintiffs,

v.

VBMG, INC., and VINCENT BUFALINO,

Defendants.

Case No. 08 CV 2927

Judge Moran

Magistrate Judge Mason

**CONSENT JUDGMENT**

The Complaint in this action was filed on May 20, 2008 against VBMG, Inc. and Vincent Bufalino ("Defendants") for willful copyright infringement based on Defendants' unauthorized public performances of the Plaintiffs' copyrighted musical compositions at Defendants' establishment, Stadium, in Des Plaines, Illinois. The parties have agreed to resolve all claims between them in the manner set forth below.

It is therefore ORDERED, ADJUDGED AND DECREED:

1. Defendants, and all persons acting under the direction, control, permission or authority of Defendants, are enjoined and restrained permanently from: (a) publicly performing any or all of the Plaintiffs' copyrighted musical compositions; (b) publicly performing any or all of the copyrighted musical compositions in the repertory of the American Society of Composers, Authors and Publishers ("ASCAP"); (c) causing or permitting Plaintiffs' or ASCAP members' copyrighted musical compositions to be publicly performed; and (d) aiding and abetting public performances of Plaintiffs' or ASCAP members' copyrighted musical compositions. Defendants will not be in violation of this paragraph if they previously obtain permission to perform such compositions either directly from the copyright holders, or by license from ASCAP.

2. Judgment is hereby entered against Defendants in the sum of Twenty Thousand and no/100 dollars (\$20,000.00) (the "Judgment Amount"), which amount can be satisfied by payment of Fifteen Thousand and no/100 dollars (\$15,000.00) (the "Settlement Amount"). Defendants shall pay the Settlement Amount to ASCAP, on behalf of the Plaintiffs, through the payment of five (5) equal installment payments of Three Thousand and no/100 dollars (\$3,000.00) each. Defendants shall pay the first installment within five (5) days of the Court's entry of this Consent Judgment. Thereafter, Defendants shall pay the remaining installments no later than October 1, 2008, November 1, 2008, December 1, 2008, and January 1, 2009. Payment of the Settlement Amount in accordance with the terms of this Consent Judgment shall fully satisfy the Judgment Amount.

3. The aforementioned payments shall be made payable to "ASCAP" and delivered to ASCAP's attorneys, Pattishall, McAuliffe, Newbury, Hilliard & Geraldson LLP, c/o Jared D. Solovay, 311 South Wacker Drive, Suite 5000, Chicago, Illinois 60606, or anyone else designated by ASCAP to accept such payments.

4. In the event that Defendants shall fail to make any of the payments in accordance with the provisions of paragraphs 2 and 3 above, Plaintiffs' counsel shall provide written notice (via certified mail, overnight courier, facsimile, electronic mail or hand delivery) to Defendants' attorney (Angelo Bufalino, Vedder Price P.C., 222 North LaSalle Street, Chicago, Illinois 60601), of such default in payment, and Defendants shall have the opportunity to cure the default by paying the past due amount within seven (7) days of receipt of notice. If Defendants fail to cure the default within seven (7) days of receipt of notice, Plaintiffs shall be entitled to receive the entire Judgment Amount plus their reasonable attorneys' fees incurred in connection with their efforts to collect on this Consent Judgment, less any amounts paid as provided in paragraph 2 above.

5. The parties agree that all previous license agreements between ASCAP and the Defendants are hereby terminated.

6. The parties agree that all license agreements between ASCAP and GSC, Inc. are hereby terminated.

7. Contemporaneously with the execution of this Consent Judgment, the parties shall each execute and render the Releases set forth and attached hereto in **Exhibit 1**.

8. Upon receiving the Settlement Amount (or full payment of the Judgment Amount in the event of default), Plaintiffs shall file a satisfaction of this Consent Judgment with the Court.

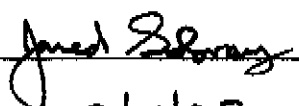


9. Defendants shall not willfully dissipate or encumber their assets in order to impair ASCAP's ability to collect the amounts due under this Consent Judgment. In the event that Defendants file a petition in bankruptcy, this Consent Judgment shall constitute a non-dischargeable debt pursuant to 11 U.S.C. § 523(a)(6).

10. This Consent Judgment shall bind and benefit the heirs, executors, administrators, successors, assigns, parents, affiliates, members and subsidiaries of ASCAP and Defendants.

11. This Consent Judgment constitutes the entire agreement between ASCAP, on behalf of the Plaintiffs, and Defendants, and supersedes any prior agreements or understandings

between ASCAP and Defendants, whether written or verbal, and may not be modified in any manner, except by a writing signed by ASCAP and Defendants.

APPROVED AND CONSENTED TO BY:

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| <p>FAR OUT MUSIC, <i>et al.</i></p> <p>By: <u></u></p> <p>Date: <u>8/14/08</u></p> <p>Jared D. Solovay<br/> Pattishall, McAuliffe, Newbury, Hilliard &amp;<br/> Geraldson LLP<br/> 311 South Wacker Drive, Suite 5000<br/> Chicago, Illinois 60606</p> <p><i>Attorneys for Plaintiffs</i></p> | <p>VBMG, INC.</p> <p>By: <u></u></p> <p>Printed: <u>VINCENT BUFALINO</u></p> <p>Title: <u>PRES</u></p> <p>Date: <u>8/15/08</u></p> <p>VBMG, Inc.<br/> d/b/a Stadium<br/> 769 Holiday Lane<br/> Des Plaines, Illinois 60016</p><br><p>VINCENT BUFALINO</p> <p>/s/ <u></u></p> <p>Date: <u>8/15/08</u></p> <p>Vincent Bufalino<br/> 817 Bradwell Road<br/> Barrington, Illinois 60010</p> |
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SO ORDERED:

Dated: 8/19/08


  
HON. JAMES B. MORAN  
United States District Court Judge

EXHIBIT 1RELEASE

For and in consideration of the promises by VBMG, Inc. and Vincent Bufalino ("Defendants") as set forth in the Consent Judgment in the action pending in the United States District Court for the Northern District of Illinois, entitled *Far Out Music, et al. v. VBMG, Inc. and Vincent Bufalino*, Civil Action No. 08 CV 2927, the American Society of Composers, Authors and Publishers ("ASCAP") hereby agrees that upon receipt of the Settlement Amount specified in the Consent Judgment (or full payment of the Judgment Amount in the event of default), ASCAP, on behalf of itself, its officers, directors, members, successors and assigns and any other person claiming any right by or through ASCAP, shall remise, release and forever discharge Defendants, their predecessors, successors and assigns, and all of the past and present officers, directors, shareholders, employees, agents and legal representatives of Defendants and GSC, Inc., of and from any and all claims, actions, causes of action, suits, debts, sums of money, dues, unpaid license fees, damages, accounts, reckonings, bonds, bills, specialties, covenants, controversies, agreements, promises, variances, trespasses, judgments and demands whatsoever, in law or in equity, which ASCAP or its members now has or ever had, whether known or unknown, by reason of any cause, matter or thing whatsoever related to the claims stated in the action referred to above, or any license agreements previously in effect between ASCAP and Defendants or GSC, Inc., except as necessary to enforce the terms of the Consent Judgment including, but not limited to with respect to any activities that have taken place in Defendants' Stadium place of business in Des Plaines, Illinois or GSC, Inc.'s Stadium Sports Club place of business in Rolling Meadows, Illinois.

If Defendants do not pay ASCAP according to the terms specified in the Consent Judgment, Defendants shall not be released and ASCAP shall have the right to pursue any and all claims it or its members may have against Defendants, including, but not limited to, enforcing its rights under the Consent Judgment.

IN WITNESS WHEREOF, the undersigned has executed this Release on this 14<sup>th</sup> day of August, 2008.

ASCAP

By: 

Printed: Richard H. Reimer

Title: Sr. VP - Legal Services

EXHIBIT 1RELEASE

For and in consideration of the promises by the American Society of Composers, Authors and Publishers ("ASCAP"), for itself and on behalf of its members, as set forth in the Consent Judgment in the action pending in the United States District Court for the Northern District of Illinois, Eastern Division, entitled *Far Out Music, et al. v. VBMG, Inc. and Vincent Bufalino*, Civil Action No. 08 CV 2927, VBMG, Inc. and Vincent Bufalino ("Defendants") and GSC, Inc., hereby agree that upon paying the full Settlement Amount specified in the Consent Judgment (or full payment of the Judgment Amount in the event of default), Defendants, on behalf of themselves, their officers, directors, shareholders, successors and assigns and any other person claiming any right by or through Defendants, do hereby remise, release and forever discharge ASCAP, its predecessors, successors, members and assigns, and all of the past and present officers, directors, members, employees, agents and legal representatives of ASCAP of and from any and all claims, actions, causes of action, suits, debts, sums of money, dues, damages, accounts, reckonings, bonds, bills, specialties, covenants, controversies, agreements, promises, variances, trespasses, judgments and demands whatsoever, in law or in equity, which Defendants now have or ever had, whether known or unknown, by reason of any cause, matter or thing whatsoever, including, but not limited to, any and all claims which were or could have been raised by Defendants in this action and any other claim that Defendants may have had against ASCAP or its members.

IN WITNESS WHEREOF, the undersigned have executed this Release on this \_\_\_\_ day  
of August, 2008.

VBMG, INC.

By: 

Printed: VINCENT BUFALINO

Title: PRES.

GSC, INC.

By: 

Printed: VINCENT BUFALINO

Title: Pres

VINCENT BUFALINO

/s/ 